

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

PAUL MURPHY, as Regional Director of
Region Three of the National Labor Relations Board

Plaintiff,

- against -

CASCADES CONTAINERBOARD PACKAGING -
Lancaster, a division of Cascades New York, Inc.,

Defendant.

Civil Action No.
1:18-cv-00375 (LJV)

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

MICHAEL STAFFORD, being duly sworn, deposes and says:

1. I am President of Local No. 503 of the Graphic Communications Conference of the International Brotherhood of Teamsters ["Union"]. I am fully familiar with the facts and circumstance of this case.

2. I submit this affidavit in support of Regional Director Paul Murphy's petition for injunctive relief against Defendant Cascade Containerboard Packaging – Lancaster, a Division of Cascade New York, Inc. ["Company"].

3. The Union is an unincorporated labor organization with its principal place of business located at 1393 South Avenue, Rochester, New York 14620.

4. I have served as Union President for almost (15) years.

5. As President, I handle the day-to-day operations of the Union. Those responsibilities include negotiating collective bargaining agreements for bargaining units where the Union is the exclusive bargaining representative, adjusting grievances submitted pursuant to

those labor contracts, and answering questions from employees related to their terms and conditions of employment as well as the benefits of working at facilities where the Union is their representative.

6. I am personally familiar with the Union's activities concerning the Company since September 2012. I attended collective bargaining negotiations with the Company, and I filed grievances with the Company.

7. The Union is affiliated with the Graphic Communications Conference of the International Brotherhood of Teamsters ["International"], an international labor organization with affiliates throughout the United States

8. On or about September 1, 2012, representatives from the International appointed me to serve as Trustee of an affiliated local labor organization known as Local No. 27 of the Graphic Communications Conference of the International Brotherhood of Teamsters ["Local 27"].

9. As Trustee, I was responsible for supervising the finances and operations of Local 27 until the International decided whether Local 27 could continue as a viable local labor organization.

10. As Trustee, I was the lead negotiator for the collective bargaining negotiations with the Company that led to the collective bargaining agreements covering the periods October 2, 2013 through October 1, 2016 as well as October 2, 2016 through October 1, 2020.

11. On or about October 2, 2016, the Company entered into a collective bargaining agreement ["Agreement"] with Local 27. A true and correct copy of the Agreement is attached as Exhibit "A" to the Complaint in the District Court case that the Union filed against the Company on August 29, 2017 ["Complaint"].

12. The Agreement contains many of the same terms and conditions that the parties agreed to during the negotiations that led to the collective bargaining agreement that covered the period October 2, 2013 through October 1, 2016.

13. Agreement Article 5 includes a Grievance Procedure that culminates in arbitration if the parties are unable to resolve a grievance where the arbitrator is empowered to settle the grievance with an award that is binding on the Company and the Union.

14. On or about March 15, 2017, the International ended the trusteeship of Local 27 by administratively transferring the assets and liabilities from Local 27 to the Union effective April 1, 2017.

15. As a result of this administrative transfer, the Union became the exclusive bargaining representative for the bargaining unit of the Company's employees, and the Union became responsible for administering grievances related to the Company's collective bargaining agreement.

16. On or about August 3, 2017, I filed a grievance with the Company concerning the unilateral reduction of wages for four bargaining unit members ["Grievance"]. A true and correct copy of the Grievance is attached as Exhibit "B" to the Complaint.

17. On or about August 8, 2017, the Company denied the Grievance. A true and correct copy of the Company's denial is attached as Exhibit "C" to the Complaint.

18. On or about August 8, 2017, I agreed to meet with the Company in an attempt to resolve the Grievance. A true and correct copy of my August 8th letter is attached as Exhibit "D" to the Complaint.

19. On or about August 18, 2017, the Company elected not to meet with me and to submit the Grievance to arbitration. A true and correct copy of the August 18th letter is attached

as Exhibit “E” to the Complaint.

20. On or about August 18, 2017, the Union’s counsel provided the Company’s counsel with a list of arbitrators from the Federal Mediation and Conciliation Service for the parties to select an arbitrator in accordance with Section 5.04 of the Agreement. A true and correct copy of the communication from the Union’s counsel to the Company’s counsel is attached as Exhibit “F” to the Complaint.

21. On or about August 25, 2017, the Company refused to proceed with arbitration as stated in a reply communication from the Company’s counsel. A true and correct copy of the Company’s refusal is attached as Exhibit “G” to the Complaint.

22. The Company’s refusal to arbitrate the Grievance violates Section 5.04 of the Agreement.

23. If this Court does not enjoin Company from its violations of the Agreement, the Union will be damaged in ways and amounts which cannot be accurately measured in terms of money, either as to extent or amount. In particular, the purpose of the grievance and arbitration will be nullified if the Court does not compel the Company to arbitrate the Grievance.

24. The Company has failed to comply with its obligations to arbitrate the Grievance despite due demand for compliance, and unless this Court enjoins the Company from violating the Agreement, the Union will incur additional serious and irreparable harm for which monetary damages will not be adequate.

25. During the District Court case that the Union filed against the Company, the Union introduced into evidence the documents and information showing how the Union is the successor to Local 27. These documents include the following:

- a. A copy of the Constitution of the Graphic Communications Conference of the International Brotherhood of Teamsters;
- b. A copy of the Union's By-Laws, as amended;
- c. Copies of letters dated February 24, 2012 and March 29, 2012 regarding the International Union's administrative transfer of Local 27;
- d. Copies of the pertinent portions of the minutes from the meeting of the International Union's Executive Board on March 27, 2012 related to the administrative transfer of Local 27;
- e. Copies of the ballots related to the August 22, 2012 emergency trusteeship of Local 27;
- f. Copies of letters dated September 4, 2012 and September 6, 2012 regarding the trusteeship of Local 27;
- g. Copies of the pertinent portions of the minutes from the meeting of the International Union's Executive Board on from October 19, 2016 related to the administrative transfer of Local 27;
- h. Copies of the letters dated March 15, 2017 and May 10, 2017 concerning the administrative transfer of Local 27;
- i. Copies of letters from the Company dated April 4, 2017 and June 16, 2017;
- j. A copy of the July 7, 2017 terminal report filed for Local 27 with the United States Department of Labor, Office of Labor Management Standards ("OLMS");

26. During the District Court case that the Union filed against the Company, the Union referred to publically available information including: (a) financial reports for the Union and Local 27 maintained by the OLMS website: <https://www.dol.gov/olms> (January 19, 2018);

and (b) settled unfair labor practice cases with the Union after March 15, 2017 as NLRB Case Nos. 03-CA-19625 (October 27, 2017); 03-CA-202052 (August 28, 2017), maintained at the NLRB website at www.nlr.gov/case (January 25, 2018).

27. To summarize the OLMS reports, the membership figures for the Union and Local 27 are as follows:

Year	Local 27 Members	Local 503 Members
2007	341	781
2008	341	756
2009	341	749
2010	323	742
2011	200	703
2012	156	750
2013	153	707
2014	137	743
2015	120	687
2016	120	682
2017	92	935

28. To summarize the NLRB cases, the Company has settled disputes with the Union as the exclusive bargaining representative of the Company's employees after the administrative transfer.

29. I have read the Affidavits of Michael Garcia, William Wilson, and Michelle Rosowicz that the Company submitted in opposition to the Petition, and I disagree with those affidavits.

30. Contrary to the statements from Michael Garcia and William Wilson, I notified the Company's employees about the administrative transfer related to Local 27 at meetings and with a notice posted at the worksite.

31. Contrary to the statements from Michael Garcia and William Wilson, the Union does not hold meetings for the Cascade employees at the Union's primary offices in Rochester, New York. Instead, the Union holds meeting for the Cascade employees at the Teamsters Local 264 Union Hall located at 35 Tyrol Drive, Cheektowaga, New York.

32. The Teamsters Local 264 Union Hall in Cheektowaga, New York is about 7 or 8 miles from the Company's facility in Lancaster, New York. The Teamsters Local 264 Union Hall in Cheektowaga, New York is closer to the Lancaster facility for the Cascade employees than the Local 27 Union Hall prior to the trusteeship. Prior to 2012, the Local 27 Union Hall was located at 828 Ellicott Square Building, Buffalo, New York 14203.

33. Contrary to the statements from Michelle Rosowicz, I notified the Company about the administrative transfer orally at meetings where Michelle Rosowicz was present, including a meeting on April 5, 2017.

34. During my dealings with Michelle Rosowicz after April 2017, she did not tell me that she was dealing with me as Trustee of Local 27. This would have been incorrect if she tried to tell me this because the trusteeship of Local 27 ended effective April 1, 2017.

35. The Company has not maintained the *status quo* since April 1, 2017 as Michelle Rosowicz stated in her affidavit. In April, the Company was still dealing with the Union. As time went on, the Company increased its rejection of the Union. Now, the Company has, among other changes, (i) repudiated the collective bargaining agreement; (ii) refused to process grievances; (iii) refused to take a grievances to arbitration; (iv) refused to meet with me concerning the working conditions for employees; (v) refused to allow me access to the Company's facilities; (vi) refused to pay employees as requires by the labor contract; (vii) made changes to the Company's attendance policies; (viii) failed to pay new hires at the rates requires

by the collective bargaining agreement; (ix) refused to deliver dues monies that has been withheld from the employees' pay; and (x) otherwise changed the terms and conditions of employment from what existed before April 1, 2017.

36. In its opposition to the Petition, the Company is incorrect to argue that there has been changes in Union leadership as a result of the administrative transfer involving Local 27. Before and after April 2017, I serve as the labor relations representative responsible for the day-to-day matters concerning the Company's employees. In addition, the shop stewards and Union negotiating teams have not changed as a result of the administrative transfer.

37. As a result of the administrative transfer involving Local 27, there has been no meaningful change for the employees' rights and duties with respect to their bargaining representative. For example, there was no change to (i) eligibility for Union membership; (ii) the benefits of Union membership; (iii) the qualification to hold Union office; (iv) the right to vote for members of the Union's Executive Board or other Union offices; (v) the right to vote on amendments to the Union's by-laws, and (vi) the amount of the dues and fees charged by the Union.

38. As a result of the administrative transfer involving Local 27, there has been no meaningful change to the frequency and accessibility for the Cascade employees who would like to attend meetings and present their views concerning Union activities. There has been no change in the ability of Cascade employees to approve a collective bargaining agreement or go on strike against the Company should collective bargaining negotiations reach an impasse.

39. Contrary to the arguments from the Company in opposition to the Regional Director's petition, there has been no dramatic change in the composition of the Union membership as a result of the administrative transfer involving Local 27. Before the trusteeship

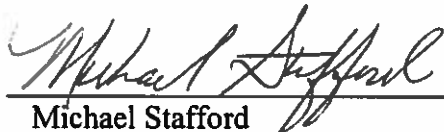
in 2012, the Company's employee represented about 20% of Local 27. After the administrative transfer in 2017, the Company's employees represent about 10% of Local 503.

40. Despite the continuity of the employees' representative, the Company has caused irreparable harm by repudiating the collective bargaining agreement and refusing to bargain with the Union. For example, the Company's activities have undermined the employees' support for the Union, and the passage of time without injunctive relief is helping the Company continue its unlawful objective.

41. The Company's rejection of the labor contract and discontinuation of meetings with me are clear and flagrant violations of the duty to bargain in good faith that require immediate relief from the District Court.

42. The Company's misconduct has denied the employees of the representative to which they are entitled under the collective bargaining agreement and federal law, so the Union requests injunctive relief to return the situation to productive procedures while the Labor Board adjudicates the unfair labor practice charges.

WHEREFORE, deponent requests that the District Court grant the Petition submitted by the Regional Director of the National Labor Relations Board together with such other relief that the Court deems just and proper.


Michael Stafford

Sworn to before me this
24th day of April, 2018.


Notary Public

